

RESOLUTION NO. 2004-189

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LODI AND THE ASSOCIATION
OF LODI CITY EMPLOYEES (MAINTENANCE AND
OPERATORS)

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Memorandum of Understanding between the City of Lodi and the Association of Lodi City Employees (Maintenance and Operators) as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that said Memorandum of Understanding shall be effective July 1, 2004 through June 30, 2006.

Dated: September 15, 2004

I hereby certify that Resolution No. 2004-189 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 15, 2004, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hitchcock, Land, and
Mayor Hansen

NOES: COUNCIL MEMBERS – Howard

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

ASSOCIATION OF LODI CITY EMPLOYEES

MAINTENANCE AND OPERATORS UNIT

July 1, 2004 – June 30, 2006

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ASSOCIATION OF LODI CITY EMPLOYEES
MAINTENANCE AND OPERATORS

Judy Steinke
Chief Negotiator

Date: _____

Mark Zollo
President

Date: _____

Tom Gabriel
Water/Wastewater Maintenance Worker III

Date: _____

Steve Butler
Wastewater Plant Operator II

Date: _____

Steve Haley
Street Maintenance Worker III

Date: _____

Ken Gruszie
Welder - Mechanic

Date: _____

Dan Tarnasky
Parks Maintenance Worker III

Date: _____

CITY OF LODI
A MUNICIPAL CORPORATION

Rick Bolanos
City of Lodi

Date: _____

Joanne Narloch
Human Resources Director

Date: _____

Richard Prima
Public Works Director

Date: _____

City of Lodi
And
A.L.C.E. – Maintenance and Operator Unit
2004-2006

Chapter 1. Compensation & Working Conditions

ARTICLE I – SALARY

- 1.1 Effective July 19, 2004, employees shall receive proposed increases shown in Attachment A. Stated increases include full implementation of the salary survey, a 3% survey update adjustment, 2.5 % COLA (03), and 2% COLA (04).
- 1.2 Effective the pay period in which July 1, 2005 falls, employees will receive a cost of living adjustment based upon the consumer price index (CPI-W), San Francisco-Oakland-San Jose. The increase will be no less than 2% and no greater than 4% and calculated using the most recent twelve month average that is available and issued by the Department of Labor as of April, 2005.
- 1.3 The City and ALCE agree to meet and confer on benchmarks to be used in the next survey conducted in 2005.
- 1.4 The City shall conduct a comprehensive salary survey of the fifteen cities listed in section 1.5. Salaries will be based upon the salary in effect as of 7/1/06. The City also agrees that the survey will be completed by 12/31/05.
- 1.5 The fifteen cities to be surveyed are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			
- 1.6 The City agrees to conduct a classification study for Sr. Plant & Equipment Mechanic and Facilities Supervisor positions.

ARTICLE II – OVERTIME

- 2.1 Overtime work, paid at the time and one-half rate, is work performed by an employee outside his or her regular work hours, and includes time worked:
 1. In excess of forty (40) hours in a work week;

2. In excess of eight (8) hours in any work day;
3. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 6.1 and 6.2; and
4. Time worked on a non-work day.

Overtime work paid at the double time rate is work performed in excess of 12 hours between 12 midnight and 12 midnight on any given day, any work performed between the hours of 12 midnight and 6:00 a.m., and any work performed on holidays.

Hours worked on a holiday, as part of any employee's regular work schedule, shall be compensated at the appropriate overtime rate as provided plus the employee shall receive his or her regular straight time pay.

- 2.2 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.
- 2.3 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 2.4 No more than (80) hours of compensatory time may be carried on the books at any time.
- 2.5 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 2.6 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.
- 2.7 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 2.8 If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.
- 2.9 Compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs during that day shall be compensated at the overtime rate for

actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period.

2.10 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- (1) On work day outside of his or her regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into or beyond his or her regular work hours, he or she shall be paid overtime compensation only for actual work time up to his or her regular work hours.
- (2) On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

ARTICLE III – TEMPORARY UPGRADE

3.1 Subject to Department Head approval, any employee who in the Public Works Department (excluding Facilities Services positions) and the Parks and Recreation Department – Parks Division assigned to a higher classification than their regular classification shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the "E" step of the classification to which the employee is temporarily upgraded. This provision shall only apply when such time worked is more than 8 hours in the assigned higher classification and be retroactive to the beginning of the 8 hour period.

ARTICLE IV – EDUCATION INCENTIVE

- 4.1 The City shall make available incentive pay as shown in Exhibit B. Effective July 8, 1991, a \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn incentive pay to a combined maximum of \$250.00 per month.
- 4.2 The City agrees to pay all fees charged in obtaining any license, mandatory or voluntary certification, or recertification required in the course of his or her employment upon successfully passing the test procedures.
- 4.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators for the possession of a Qualified Applicators Certificate. In the event of the separation of one of the two, the remaining employee shall receive \$40.00 per month.

- 4.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit D.
- 4.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:
1. Only courses listed in Exhibit D will qualify towards this incentive.
 2. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. An employee having a BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.
 3. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
 4. Employees will receive a total of \$50.00 per month for possession of a *minimum of eight (8) certificates.*

ARTICLE V – BILINGUAL PAY

- 5.1 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$75.

ARTICLE VI – HOURS

- 6.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.
- a. Wastewater Plant Operators shall work shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
 - b. Employees assigned to work "Relief Operator" duties shall receive compensation at a rate of 5% above the classification of Wastewater Plant Operator II. The "Relief Operator" is one who works a normal day shift but

is on call to assume a shift operators shift(s) for the duration of a vacancy, then return to regular hours.

- c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
- d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- e. Equipment Maintenance personnel shall work one of two shifts.

6:00 a.m. to 2:30 p.m. or 2:00 p.m. to 10:30 p.m.

A 4-10 schedule as outlined in Exhibit E may be reinstituted in the shop during the course of this MOU.

- 6.2 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work as stated above after consultation with the employees involved. Notice of permanent changes to this schedule must be given two (2) weeks in advance. Temporary changes in this schedule must have at least 24 hours notice. ALCE shall be notified of all permanent schedule changes.

ARTICLE VII – SHIFT DIFFERENTIAL

- 7.1 An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators and Public Works Fleet Maintenance workers for all hours worked during swing or graveyard shifts. Swing shifts are those daily work periods regularly scheduled to begin from 12 o'clock noon to 8 pm. Graveyard shifts are those daily work periods regularly scheduled to begin from 8 pm to 4 am. Shift assignments shall be made by the City at its sole discretion consistent with other provisions of this MOU.

ARTICLE VIII - MEALS

- 8.1 If the City required an employee to perform work for one and one-half (1 ½) hours immediately following quitting time, or if any employee is called in ore than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.
- 8.2 When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat

before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at the four (4) hour intervals thereafter.

- 8.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of (Section 6).
- 8.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 noon – 6:30 p.m.

ARTICLE IX– STANDBY DUTY

- 9.1 Employees shall receive compensation of two (2) hours of straight pay when said employees are required to be placed in standby status for a shift.

ARTICLE X – MILEAGE COMPENSATON

- 10.1 Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies, except that employees whose regular work station is at the White Slough Water Pollution Control Facility shall receive mileage compensation if called back to the plant in an emergency situation.

Allowance increases shall be effective the fist day of the month following the determination of an increase by the IRS.

ARTICLE XI – COURT APPREANCES

- 11.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.

- 11.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 11.3 If an employee has had jury duty of six hours or more during a 16-hour period immediately preceding the beginning of or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.
- 11.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, the Department Head must be notified in writing of the off duty appearance within seventy two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XII- TOOLS AND UNIFORM ALLOWANCE

- 12.1 Uniform service, including rental and cleaning of one uniform per work day, will be provided to the following Maintenance and Operators classifications:

Facilities Maintenance Worker	Fleet Services Supervisor
Sr. Plant and Equipment Mechanic	Heavy Equipment Mechanic
Tree Operations Supervisor	Laborer
Facilities Supervisor	Lead Equipment Mechanic
Maintenance Worker I & II	Street Maintenance Worker III
Park Maintenance Worker I	Street Supervisor
Park Maintenance Worker I & II	Street Cleanup Worker I/II
Park Maintenance Worker III	W/WW Maintenance Worker III
Park Supervisor	Environmental Compliance Insp.
Parts Clerk	Sr. Facilities Maintenance Worker
Plant & Equipment Mechanic	Water/Wastewater Supervisor
Welder-Mechanic	

Coveralls as needed, but no more than 3, are provided to:

Chief Wastewater Plant Operator	Plant and Equipment Mechanic
Wastewater Plant Operator I & II	Environmental Compliance Inspector
Sr. Plant and Equipment Mechanic	

Smocks as needed, but no more than 3, are provided to:

Laboratory Services Supervisor	Laboratory Technician I and II
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ARTICLE XIII– SAFETY/SAFETY BOOTS

- 13.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this.
- 13.2 The City retains the right to set and maintain safety standards in the work place. Failure to adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.
- 13.3 The City agrees to provide safety boot reimbursements up to \$150.00 per fiscal year for all classifications in this unit except:
 - Water Conservation Coordinator
 - Laboratory Technician I/II
 - Laboratory Services Supervisor
- 13.4 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 13.5 Safety boots must be appropriate to the job classification and the specific work hazards for the work performed.
- 13.6 The City reserves the right to determine if a boot is appropriate to the job class and work conditions.

ARTICLE XIV– WORKER’S COMPENSATION

- 14.1 The City and the ALCE mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Worker’s Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers’ Compensation benefit criteria, the employee, upon receiving said benefits paid by Workers’ Compensation shall also receive compensation from the City in such an amount that when added to the Workers’ Compensation payment shall equal his or her regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee’s sick leave account. The employee’s regular deductions shall be made from the amount paid by the City.

Chapter 2. Leaves

ARTICLE XV – CATASTROPHE LEAVE

- 15.1 Catastrophe Leave will be available for all unit members who by reason of verifiable long term illness or injury exhausts all employee benefits. Catastrophe Leave will be funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation and/or other time accumulated by the member.
- 15.2 Employees receiving Long Term Disability are not eligible for Catastrophe Leave benefits.
- 15.3 Donations shall be converted into dollar value and shall be drawn at the requesting employees pay step. All donations must be a minimum of four (4) hours and are irrevocable.
- EXAMPLE:**
Jane Doe, Recreation Supervisor, donates 8 hours of leave to Joe Smith, Laborer.
- | | |
|------------------------------------|--|
| <i>Jane Doe makes \$18.99/hou.</i> | $\$18.99 \times 8 \text{ hrs.} = \151.92 |
| <i>Joe Smith makes \$10.41/hou</i> | $\$151.9 \div \$10.41 = 14.59 \text{ hours}$ |
- Joe Smith will be able to utilize 14.59 hours from Jane Doe's donation.*
- 15.4 Catastrophe Leave will be administered in accordance with the Catastrophe Leave Policy and Procedure (See Catastrophic Leave Policy and Procedure Dated February 5, 2003). In addition to employees, spouses and dependent children, Catastrophe Leave may also be used for parents.
- 15.5 To be eligible to receive this benefit the employee must have first exhausted all accrued time. This benefit can not be used for more than six (6) consecutive months.

ARTICLE XVI – FUNERAL LEAVE

- 16.1 Regular employees shall be permitted to use sick leave, vacation leave, or compensatory time off to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. Use of sick leave may not exceed three (3) working days.

The immediate family shall be limited to an employee's:

- | | | |
|----------------------|-----------------|---------------|
| · spouse | · parent | · grandparent |
| · grandparent-in-law | · parent-in-law | · child |

- grandchild
- son-in-law
- daughter-in-law
- stepchild
- foster parents
- half-brother
- half-sister

or a more distant relative who was a member of the employee's immediate household at the time of death.

- 16.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days.

ARTICLE XVII – HOLIDAYS

- 17.1 Members of this Unit shall observe the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

In addition, each employee shall be granted four (4) days of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be in eight (8) hour increments and cannot be carried over into the following calendar year. At the discretion of the department head, probationary employees may use holiday time in one-hour increments.

- 17.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

ARTICLE XVIII – LEAVES OF ABSENCE

- 18.1 The City and ALCE mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Administrative Policy and Procedure Manual, Leave of Absence Policy.
- 18.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City on conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.
- 18.3 City employees are entitled to use sick leave, vacation leave, or long-term disability leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Long-term disability leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician, however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.
- 18.4 Employees are entitled to leave without pay or other benefits for up to four months from the date of disability because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City.
- 18.5 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position, or to a position comparable to that held at the time the leave commenced. A physician's release must be provided to the appropriate supervisor prior to an employee's return to work.
- 18.6 An employee seeking pregnancy/disability leave shall be required to provide a reasonable notice in writing (not less than four weeks) to their supervisor of the anticipated date upon which leave shall commence, although the commencement date may vary according to the employee's actual disability. She must also provide an estimate of the duration of the leave.

- 18.7 Employees who are placed in a Leave Without Pay status following the expiration Of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status shall not receive employer paid employment benefits.
- 18.8 Employees placed in Leave Without Pay status due to disability will continue to receive a three month extension of (1) medical coverage following the month in which the employee is placed in such status. Other benefits such as (2) dental or vision insurance or medical coverage past the three-month extension period may be continued at the employee's expense.

ARTICLE XIX – SICK LEAVE

- 19.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. (12 days per year)
- 19.2 Sick leave may be accumulated up to an unlimited amount.
- 19.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy of use of sick leave for family member's illnesses.

ARTICLE XX – VACATION LEAVE

- 20.1 0 to 1 year - None. However, at the completion of twelve (12) continuous months of service, eighty (80) hours of vacation shall be credited to the employee's account.)
- | | |
|-----------------------|---|
| 1st thru 5th years: | 3.08 hrs per pay period (10 days per yr.) |
| 6th thru 11th years: | 4.62 hrs per pay period (15 days per yr.) |
| 12th thru 14th years: | 5.24 hrs per pay period (17 days per yr.) |
| 15th thru 20th years: | 6.16 hrs per pay period (20 days per yr.) |
| 21st year: | 6.47 hrs per pay period (21 days per yr.) |
| 22nd year: | 6.78 hrs per pay period (22 days per yr.) |
| 23rd year: | 7.09 hrs per pay period (23 days per yr.) |
| 24th year: | 7.40 hrs per pay period (24 days per yr.) |
| 25th year & over: | 7.71 hrs per pay period (25 days per yr.) |
- 20.2 If conflict arises in the scheduling of vacation of employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive one first choice in any scheduling period.
- 20.3 The maximum amount of unused vacation hours that an employee may accrue, at any give time is twice the employee's annual vacation entitlement. Whenever an

employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

- 20.4 For all persons hired after September 1, 1995 the maximum vacation accrual rate will be 6.16 hours per pay period.

Chapter 3. Insurance and Retirement

ARTICLE XXI – CHIROPRACTIC INSURANCE

- 21.1 The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXII – DEFERRED COMPENSATION PLAN

- 22.1 The City and ALCE agree to the implementation of the following program effective July 1, 1977.
- 22.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum 3.0% of the employee's gross salary.

ARTICLE XXIII – DENTAL INSURANCE

- 23.1 The City agrees to provide a dental plan equivalent to the Stanislaus Foundation for Medical Care dental plan (group number 5110) to all employees and their dependents. Effective January 19, 2004, the City shall pay the full cost for the employee dental premium and three-quarters of the premium for dependents for the term of this agreement.

ARTICLE XXIV – FLEXIBLE SPENDING ACCOUNT

- 24.1 The City will maintain a "flexible spending account" for each employee.

ARTICLE XXV – LIFE INSURANCE

- 25.1 The City agrees to provide a life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to 10% at age 95. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children aged 21 or 22, and dependent handicapped children shall be covered for \$1,500 insurance. Children between the age of 14 days and 6 months shall be provided with \$150 life insurance.
- 25.2 The City shall assume the 1.1% salary cost previously paid by the employee for long-term disability and life insurance.

ARTICLE XXVI – LONG TERM DISABILITY PLAN

- 26.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Long-term disability benefits are coordinated with other benefits during disability, such as Workers' Compensation temporary disability payments or PERS unmodified retirement allowances.

ARTICLE XXVII– MEDICAL INSURANCE

- 27.1 The City agrees to make available medical benefits equivalent to the CalPERS Health Program. The City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. Effective August 16, 2004 employees shall contribute \$80.00 per month for Employee Plus One and \$104.00 per month for full family coverage. The parties shall meet and confer on a replacement plan offering such an equivalent level of benefits.
- 27.2 Employees shall be eligible for medical insurance for the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 27.3 The City shall pay 100% of premiums for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 18, or other medical insurance becomes available.
- 27.4 If an employee has no dependents or chooses not to cover dependents with medical insurance the City will contribute \$25.00 per pay period to the employees deferred compensation account. If an employee elects not to be covered by medical insurance the City will provide an additional \$46.15 per pay period for a total of \$71.15 per pay period to the employees deferred compensation account.
- 27.5 If both the employee and the employee's spouse work for the City and are eligible for medical insurance, only one medical plan will be provided and Section 27.4 shall apply to the employee who is not the primary provider.
- 27.6 During the term of this MOU, the City and ALCE will meet and confer over whether to adopt a cafeteria plan, and if so, then over its terms. It is the City's intent to examine on a city-wide basis possible adoption of a cafeteria plan. Meeting over this issue may be conducted between the City and a coalition of City bargaining units, including ALCE. In absence of mutual agreement, the current terms of this MOU will remain in effect.

ARTICLE XXVIII– PUBLIC EMPLOYEES RETIREMENT SYSTEM

28.1 The City agrees to provide the following PERS retirement program and to pay the employers cost:

- b) PERS “2.00% at 55” full formula retirement benefits plus the following additional options:
- c) The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)
- d) Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- e) Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3)
- f) Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8)
- g) Military Service Credit as Public Service (Section 21024).
- h) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- i) 50% survivor continuation in the event of death after retirement.

28.2 On July 6, 1991, in lieu of any other salary adjustments which otherwise may have been agreed upon in this unit, the City agreed to pay into each employee’s P.E.R.S. account 7% of the employee’s base salary.

ARTICLE XXIX– SICK LEAVE CONVERSION

29.1 For all unused sick, a represented employee with ten years of employment with the City will receive medical coverage upon retirement (but not upon resignation or termination) using one of the following options:

Option #1 – CONVERSION

After ten years of employment with the City, 50% of the represented employee’s unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 ½% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

Option #2 – BANK

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2 ½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - \$20.00).

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

Option #3 – CASH OUT

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 29.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 29.1.
- 29.3 Employees selecting option #1 or #2, who retire on a service retirement shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.
- 29.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section 29.1 of this Article.

- 29.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight hours equal one day for purposes of determining day creditable. If an employee opts to utilize the provisions of any section of Article 29 other than 29.5, the City will report to PERS they have zero hours of unused sick leave.

ARTICLE XXX- TUITION REIMBURSEMENT

- 30.1 Tuition Reimbursement will be provided as stated in the City's Tuition Reimbursement Policy Dated July 1, 2003.
- 30.2 In the event that future changes in classification specifications require that certificates or other educational standards be implemented, the ALCE reserves the right to negotiate wage adjustments for affected classifications.

ARTICLE XXXI – VISION INSURANCE

- 31.1 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

Chapter 4. Association/City Issues

ARTICLE XXXII – CHANGES IN MEMORANDUM

- 32.1 The parties agree to reopen this Memorandum and to renew meeting and conferring on the subjects set forth herein during the term of this Memorandum only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute, applicable regulation, order of Court, or agreement of the parties.

ARTICLE XXXIII – CITY RIGHTS

- 33.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include by are not limited to the exclusive rights to:

Determine the mission of its constituent departments, commissions, and boards; to set standards of service.

Determine the procedure and standards of selection for employment; to direct its employees.

Maintain the efficiency of governmental operations.

Determine the methods, means and personnel by which government operations are to be conducted.

Take all necessary actions to carry out its mission in emergencies.

Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions are such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXIIV – DEMOTION AND LAYOFF

- 34.1 The classification of Maintenance Worker in the Parks & Recreation or Public Works Department will be “Y” rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in force.

ARTICLE XXXV – EMPLOYEE REPRESENTATION

- 35.1 This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into between representatives of the City of Lodi (hereinafter referred to as “City”) and representatives of Association of Lodi City Employees (hereinafter referred to as “ALCE”), for the Maintenance and Operators Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the results of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reach agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by ALCE. Those classifications are as follows:

- Facilities Maintenance Worker
- Chief Wastewater Plant Operator
- Fleet Services Supervisor
- Equipment Service Worker
- Facilities Supervisor
- Heavy Equipment Mechanic
- Laboratory Services Supervisor
- Laboratory Technician I
- Laboratory Technician II
- Laborer
- Lead Equipment Mechanic
- Maintenance Worker I
- Maintenance Worker II
- Park Maintenance Worker I
- Park Maintenance Worker II
- Park Maintenance Worker III

- Park Supervisor
- Parts Clerk
- Plant and Equipment Mechanic
- Senior Facilities Maintenance Worker
- Sr. Plant and Equipment Mechanic
- Stage Technician
- Street Maintenance Worker III
- Street Supervisor
- Street Cleanup Worker I
- Street Cleanup Worker II
- Tree Operations Supervisor
- Water Conservation Coordinator
- Wastewater Plant Operator I
- Wastewater Plant Operator II
- Environmental Compliance Inspector
- Water/Wastewater Maintenance Worker III
- Water/Wastewater Supervisor
- Welder – Mechanic

- 35.2 The City shall grant dues deduction to City employees who are members of the ALCE in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employer-Employee Relations Resolution."
- 35.3 Effective upon adoption of this Memorandum and for the purposes of continued certification of ALCE as the recognized employee organization for this unit, employees in this unit who are members or hereafter become members of ALCE shall maintain membership with ALCE for the life of this Memorandum, except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days from the expiration of this Memorandum. Such withdrawal must be in writing and delivered to the Finance Department. A copy of the request shall be forwarded to ALCE upon receipt in the Finance Department.
- 35.4 The City shall allow ALCE access to city meeting facilities at no cost to ALCE subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 35.6 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 35.7 The City and ALCE agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other

authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

- 35.8 Agency Shop -An election shall be held to determine whether to implement Agency Shop. If ratified, language will be drafted accordingly.

ARTICLE XXXVI – GRIEVANCE PROCEDURE

- 36.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by the ALCE and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and ALCE involving the interpretation, application, or enforcement of the express terms of the MOU and other terms and conditions of employment and matters of discipline which includes demotion, suspension or discharge.

As used in this procedure, the term “party” means an employee, the ALCE, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

- 36.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by ALCE and the City.
 - b. Discharge, demotion, suspension or discipline of an individual employee.
 - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
 - d. Disputes which may be of a “class action” nature filed on behalf of the ALCE or the City. Class action grievances shall be in writing from the ALCE to the City Manager or vice versa.

- 36.3 STEP ONE: Discussion between the employee and/or the employee's representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the Grievance.
- 35.4 STEP TWO: If a grievance has not been resolved in initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days from the date of the answer in Step One.
- 36.5 STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in Step Two.
- 36.6 STEP FOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and the ALCE shall alternately strike names until one (1) name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.

- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or

authority to make any decision that requires the City of management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

- 36.7 Failure by either party to meet any of the aforementioned time limits as set forth in Section 36.3, 36.4, 36.5, or 36.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 36.8 Employees may have documents (other than performance reports) relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four (24) months or more previous and no incident of a similar nature has occurred in the interim.
- 36.9 An employee may represent himself/herself at any step of the Grievance Procedure.

ARTICLE XXXVII – MUTUAL CONSENT CONTINGENCY

- 37.1 This MOU may be amended any time during its life upon the mutual consent of the City and ALCE. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXXVIII– NO STRIKES

- 38.1 The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins”, or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XXXVIX – PROBATIONARY PERIOD

- 39.1 All appointments to positions in the classified service shall be subject to a probationary period of 12 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does

not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

39.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

- a) Vacation Leave – See Article XX for vacation schedule.
- b) The use of the Grievance Procedure to grieve termination.
- c) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The ALCE shall be notified of all extensions.

39.3 In the even an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position which he or she was promoted. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XL – PROMOTION

40.1 The City and ALCE mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interest of the City.

ARTICLE XLI – SENIORITY

41.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,
- b) on duty with the National Guard,
- c) is absent due to industrial injury,
- d) on leave of absence, or
- e) absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLII – SHOP STEWARDS

- 42.1 The ALCE agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and the approval of his or her supervisor, leave the job during working hours for reasonable period to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

ARTICLE XLIII– STATUS

- 43.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.
- a) A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration Article XI (Probationary Period).
 - b) A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.
 - c) A temporary employee is an employee hired on a full time basis to temporarily fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XLIIV – TERM

- 44.1 The terms and conditions of this Memorandum shall be in effect covering the period from July 1, 2004 to June 30, 2006.

ARTICLE XLV– UNION LEAVE

- 45.1 Whenever any employee is absent from work as a result of a formal request by the ALCE to send an employee to school to be involved in Association business, the City shall pay for all regular time lost and shall be reimbursed therefore by the ALCE at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 45.2 The City agrees to provide storage space to the ALCE for association materials.

END
XXXXXX

EXHIBIT A

Maintenance & Operators Positions

Salary Schedule Effective July 19th, 2004

	Classification	Step A	Step B	Step C	Step D	Step E
1	Chief Wastewater Plant Operator	4,391.60	4,611.18	4,841.74	5,083.83	5,338.02
2	Environmental Compliance Inspector	3,818.40	4,009.32	4,209.79	4,420.27	4,641.29
3	Equipment Service Worker	2,797.80	2,937.69	3,084.57	3,238.80	3,400.74
4	Facilities Maintenance Worker	3,075.10	3,228.85	3,390.29	3,559.81	3,737.80
5	Facilities Supervisor	3,890.16	4,084.67	4,288.90	4,503.35	4,728.51
6	Fleet Services Supervisor	4,247.19	4,459.55	4,682.53	4,916.66	5,162.49
7	Heavy Equipment Mechanic	3,357.71	3,525.60	3,701.88	3,886.97	4,081.32
8	Laboratory Services Supervisor	4,391.60	4,611.18	4,841.74	5,083.83	5,338.02
9	Laboratory Technician I	3,041.43	3,193.50	3,353.18	3,520.84	3,696.88
10	Laboratory Technician II	3,345.31	3,512.57	3,688.20	3,872.61	4,066.24
11	Laborer	2,421.27	2,542.34	2,669.45	2,802.93	2,943.07
12	Lead Equipment Mechanic	3,693.48	3,878.16	4,072.06	4,275.67	4,489.45
13	Maintenance Worker I	2,663.13	2,796.29	2,936.11	3,082.91	3,237.06
14	Maintenance Worker II	2,928.92	3,075.36	3,229.13	3,390.59	3,560.12
15	Park Maintenance Worker I	2,536.44	2,663.27	2,796.43	2,936.25	3,083.06
16	Park Maintenance Worker II	2,789.82	2,929.31	3,075.78	3,229.57	3,391.05
17	Park Maintenance Worker III	3,068.89	3,222.34	3,383.46	3,552.63	3,730.26
18	Park Supervisor	3,890.16	4,084.67	4,288.90	4,503.35	4,728.51
19	Parts Clerk	2,664.91	2,798.15	2,938.06	3,084.96	3,239.21
20	Plant & Equipment Mechanic	3,471.11	3,644.67	3,826.90	4,018.24	4,219.16
21	Senior Facilities Maintenance Worker	3,382.52	3,551.64	3,729.23	3,915.69	4,111.47
22	Senior Plant & Equipment Mechanic	3,818.40	4,009.32	4,209.79	4,420.27	4,641.29
23	Stage Technician	3,382.52	3,551.64	3,729.23	3,915.69	4,111.47
24	Street Cleanup Worker I	2,536.44	2,663.27	2,796.43	2,936.25	3,083.06
25	Street Cleanup Worker II	2,789.82	2,929.31	3,075.78	3,229.57	3,391.05
26	Street Maintenance Worker III	3,222.16	3,383.27	3,552.43	3,730.06	3,916.56
27	Street Supervisor	4,084.18	4,288.39	4,502.81	4,727.95	4,964.35
28	Tree Operations Supervisor	4,084.18	4,288.39	4,502.81	4,727.95	4,964.35
29	Wastewater Plant Operator I	3,011.31	3,161.87	3,319.97	3,485.97	3,660.26
30	Wastewater Plant Operator II	3,312.53	3,478.15	3,652.06	3,834.66	4,026.40
31	Water / Wastewater Supervisor	4,391.60	4,611.18	4,841.74	5,083.83	5,338.02
32	Water/Wastewater Maintenance Worker III	3,222.16	3,383.27	3,552.43	3,730.06	3,916.56
33	Welder - Mechanic	3,357.71	3,525.60	3,701.88	3,886.97	4,081.32
34	Water Conservation Coordinator	2,765.02	2,903.27	3,048.43	3,200.85	3,360.90

INCENTIVE PAY SCHEDULE

EXHIBIT B

		Minimum Grade Level to Earn Incentive
1.	<u>Industrial Waste Inspector Certification</u> (CWEA-4 Grade Levels)	
	• Laboratory Technician I & II	I
	• Water/ Wastewater Supervisor	I
	• Chief Wastewater Plant Operator	I
	• Laboratory Services Supervisor	III
	• Water/ Wastewater Inspector	III
2.	<u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	Minimum Grade Level to Earn Incentive
	• Laboratory Technician I	I
	• Laboratory Technician II	II
	• Wastewater Plant Operator I & II	I
	• Water/ Wastewater Inspector	II
	• Chief Wastewater Plant Operator	II
	• Laboratory Services Supervisor	III
3.	<u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	Minimum Grade Level to Earn Incentive
	• Plant and Equipment Mechanic	II
	• Wastewater Plant Operator I & II	I
	• Water/ Wastewater Maint. Worker I, II, III	II
	• Chief Wastewater Plant Operator	II
	• Sr. Plant and Equipment Mechanic	III
	• Water/ Wastewater Supervisor	II
4.	<u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	Minimum Grade Level to Earn Incentive
	• Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater)	I
	• Maintenance Worker III (Streets or Water/ Wastewater)	II
	• Plant and Equipment Mechanic	II
	• Sr. Plant and Equipment Mechanic	II
	• Street Supervisor, Water/ Wastewater Supervisor	III
5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	Minimum Grade Level to Earn Incentive

	<ul style="list-style-type: none"> • Wastewater Plant Operator I • Wastewater Plant Operator II • Chief Wastewater Plant Operator 	II III IV
6.	<u>Water Distribution Operator Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer (Water/ Wastewater) • Maintenance Worker I, II, III (W/WW) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant & Equipment Mechanic • Water/ Wastewater Supervisor 	I II II II III III III
7.	<u>Water Treatment Plant Opr. Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer, Maintenance Worker I, II (Water/ Wastewater) • Maintenance Worker III (Water/ Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant and Equipment Mechanic • Water/ Wastewater Supervisor 	I II II II III III III
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	<ul style="list-style-type: none"> • Street Supervisor • Parks Maintenance Worker III • Parks Supervisor • Streets Maintenance Worker III, II, I & Laborer • Wastewater Plant Operator (I) • Senior Facilities Maintenance Worker (Parks & HSS) 	
9.	<u>Pest Control Advisor License</u> (State of California)	
	<ul style="list-style-type: none"> • Street Supervisor 	

- Parks Supervisor
- Parks Maintenance Worker I, II, III
- Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article 3, the amount for the Pest Control Advisor License incentive will be \$50 per month.

EXHIBIT C

INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES**Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair**

(BAR) (certificate must be current, valid, unlimited) \$50.00

Heavy Equipment Mechanic

Welder-Mechanic

Lead Equipment Mechanic

Class A Brake Adjustment License issued by BAR \$25.00

Equipment Service Worker

Heavy Equipment Mechanic

Welder-Mechanic

Lead Equipment Mechanic

Class A Lamp Adjustment License issued by BAR \$12.50

Equipment Service Worker

Heavy Equipment Mechanic

Welder-Mechanic

Lead Equipment Mechanic

Aluminum Welding Proficiency Certificate \$12.50

(From a State certified welding instructor approved by the City)

Equipment Service Worker

Heavy Equipment Mechanic

Welder-Mechanic

Lead Equipment Mechanic

Automotive Service Excellence Technician Certifications \$25.00/\$50.00

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic

Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

Automotive Service Excellence Technician Certifications Incentive

(Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle
- A-3 Manual Drive Train & Axels
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance

- L-1 Automobile Advanced Engine Performance Specialist
- L-2 Med/Hvy Vehicle Electronic Diesel Engine Diagnosis Specialist

- F-1 Light Vehicle Compressed Natural Gas

- S-1 Body Systems & Special Equipment
- S-2 Diesel Engines
- S-3 Drive Train
- S-4 Brakes
- S-5 Suspension and Steering
- S-6 Electrical/Electronic Systems
- S-7 Air Conditioning Systems and Controls

- T-1 Gasoline Engines
- T-2 Diesel Engines
- T-3 Drive Train
- T-4 Brakes
- T-5 Suspension & Steering
- T-6 Electrical/ Electronic Systems
- T-7 Heating, Ventilation, & A/C
- T-8 Preventive Maintenance Inspection

EXHIBIT D

4-10 WORK PLAN FOR EQUIPMENT MAINTENANCE PERSONNEL

1. Daily work hours are 7:00 am to 5:30 pm with a ½ hour lunch or as otherwise established.
2. Mechanics will work Monday through Thursday or Tuesday through Friday for ten hours each day.
3. When requesting days off for vacation and holidays, or a day off for sickness, the charged time off is ten hours.

Floating holidays and fixed holidays are based on eight hours off. To use floating holidays, an employee must use an additional two hours of accumulated time (vacation or comp time) or take a two hour leave without pay.

4. During the week of a fixed holiday, all employees will be scheduled to work eight hours a day for the remaining four days, from 8:00 am to 4:30 pm with a ½ hour lunch unless other arrangements are approved by the department.
5. The ten-hour day, four-day week plan will not affect existing City personnel policies in effect as to earning vacation, sick leave, floating holidays, or wages.
6. When one or more employee(s) is on vacation, floating holiday, or sick leave, the work schedule of other personnel shall be flexible to allow changing the normal work week around to provide improved coverage and supervision. When a schedule change is required, notification shall be made as soon as possible. Occasional work loads may require temporary schedule changes (i.e., leaf season), for which 24 hour notice, minimum, will be given.
7. It is assumed that in taking a floating or fixed holiday, that it is the employee's choice to use vacation for the additional two hours unless specific request is made to use comp time or take leave without pay.
8. Pay checks will be issued on the Thursday before a payday to staff regularly scheduled off on Fridays. Personnel who work on Fridays will be issued paychecks as usual.

END XXXX

MAINTENANCE AND OPERATORS

EXHIBIT A

Maintenance & Operators Positions	
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Salary Schedule Effective July 19th, 2004

	Classification	Step A	Step B	Step C	Step D	Step E
1	Chief Wastewater Plant Operator	4,391.60	4,611.18	4,841.74	5,083.83	5,338.02
2	Environmental Compliance Inspector	3,818.40	4,009.32	4,209.79	4,420.27	4,641.29
3	Equipment Service Worker	2,797.80	2,937.69	3,084.57	3,238.80	3,400.74
4	Facilities Maintenance Worker	3,075.10	3,228.85	3,390.29	3,559.81	3,737.80
5	Facilities Supervisor	3,890.16	4,084.67	4,288.90	4,503.35	4,728.51
6	Fleet Services Supervisor	4,247.19	4,459.55	4,682.53	4,916.66	5,162.49
7	Heavy Equipment Mechanic	3,357.71	3,525.60	3,701.88	3,886.97	4,081.32
8	Laboratory Services Supervisor	4,391.60	4,611.18	4,841.74	5,083.83	5,338.02
9	Laboratory Technician I	3,041.43	3,193.50	3,353.18	3,520.84	3,696.88
10	Laboratory Technician II	3,345.31	3,512.57	3,688.20	3,872.61	4,066.24
11	Laborer	2,421.27	2,542.34	2,669.45	2,802.93	2,943.07
12	Lead Equipment Mechanic	3,693.48	3,878.16	4,072.06	4,275.67	4,489.45
13	Maintenance Worker I	2,663.13	2,796.29	2,936.11	3,082.91	3,237.06
14	Maintenance Worker II	2,928.92	3,075.36	3,229.13	3,390.59	3,560.12
15	Park Maintenance Worker I	2,536.44	2,663.27	2,796.43	2,936.25	3,083.06
16	Park Maintenance Worker II	2,789.82	2,929.31	3,075.78	3,229.57	3,391.05
17	Park Maintenance Worker III	3,068.89	3,222.34	3,383.46	3,552.63	3,730.26
18	Park Supervisor	3,890.16	4,084.67	4,288.90	4,503.35	4,728.51
19	Parts Clerk	2,664.91	2,798.15	2,938.06	3,084.96	3,239.21
20	Plant & Equipment Mechanic	3,471.11	3,644.67	3,826.90	4,018.24	4,219.16
21	Senior Facilities Maintenance Worker	3,382.52	3,551.64	3,729.23	3,915.69	4,111.47
22	Senior Plant & Equipment Mechanic	3,818.40	4,009.32	4,209.79	4,420.27	4,641.29
23	Stage Technician	3,382.52	3,551.64	3,729.23	3,915.69	4,111.47
24	Street Cleanup Worker I	2,536.44	2,663.27	2,796.43	2,936.25	3,083.06
25	Street Cleanup Worker II	2,789.82	2,929.31	3,075.78	3,229.57	3,391.05
26	Street Maintenance Worker III	3,222.16	3,383.27	3,552.43	3,730.06	3,916.56
27	Street Supervisor	4,084.18	4,288.39	4,502.81	4,727.95	4,964.35
28	Tree Operations Supervisor	4,084.18	4,288.39	4,502.81	4,727.95	4,964.35
29	Wastewater Plant Operator I	3,011.31	3,161.87	3,319.97	3,485.97	3,660.26
30	Wastewater Plant Operator II	3,312.53	3,478.15	3,652.06	3,834.66	4,026.40
31	Water / Wastewater Supervisor	4,391.60	4,611.18	4,841.74	5,083.83	5,338.02
32	Water/Wastewater Maintenance Worker III	3,222.16	3,383.27	3,552.43	3,730.06	3,916.56
33	Welder - Mechanic	3,357.71	3,525.60	3,701.88	3,886.97	4,081.32
34	Water Conservation Coordinator	2,765.02	2,903.27	3,048.43	3,200.85	3,360.90

MAINTENANCE AND OPERATORS

EXHIBIT B

INCENTIVE PAY SCHEDULE

	<u>Minimum Grade Level to Earn Incentive</u>
1. <u>Industrial Waste Inspector Certification</u> (CWEA-4 Grade Levels)	
• Laboratory Technician I & II	I
• Water/ Wastewater Supervisor	I
• Chief Wastewater Plant Operator	I
• Laboratory Services Supervisor	III
• Water/ Wastewater Inspector	III
2. <u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
• Laboratory Technician I	I
• Laboratory Technician II	II
• Wastewater Plant Operator I & II	I
• Water/ Wastewater Inspector	II
• Chief Wastewater Plant Operator	II
• Laboratory Services Supervisor	III
3. <u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
• Plant and Equipment Mechanic	II
• Wastewater Plant Operator I & II	I
• Water/ Wastewater Maint. Worker I, II, III	II
• Chief Wastewater Plant Operator	II
• Sr. Plant and Equipment Mechanic	III
• Water/ Wastewater Supervisor	II
4. <u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
• Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater)	I
• Maintenance Worker III (Streets or Water/ Wastewater)	II
• Plant and Equipment Mechanic	II
• Sr. Plant and Equipment Mechanic	II
• Street Supervisor, Water/ Wastewater Supervisor	III

MAINTENANCE AND OPERATORS

5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Wastewater Plant Operator I	II
	• Wastewater Plant Operator II	III
	• Chief Wastewater Plant Operator	IV
6.	<u>Water Distribution Operator Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Laborer (Water/ Wastewater)	I
	• Maintenance Worker I, II, III (W/WW)	II
	• Laboratory Services Supervisor	II
	• Environmental Compliance Inspector	II
	• Plant and Equipment Mechanic	III
	• Sr. Plant & Equipment Mechanic	III
	• Water/ Wastewater Supervisor	III
7.	<u>Water Treatment Plant Opr. Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Laborer, Maintenance Worker I, II (Water/ Wastewater)	I
	• Maintenance Worker III (Water/ Wastewater)	II
	• Laboratory Services Supervisor	II
	• Environmental Compliance Inspector	II
	• Plant and Equipment Mechanic	III
	• Sr. Plant and Equipment Mechanic	III
	• Water/ Wastewater Supervisor	III
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	• Street Supervisor	
	• Parks Maintenance Worker III	
	• Parks Supervisor	
	• Streets Maintenance Worker III, II, I & Laborer	
	• Wastewater Plant Operator (I)	
	• Senior Facilities Maintenance Worker (Parks & HSS)	

MAINTENANCE AND OPERATORS

9. Pest Control Advisor License
(State of California)

- Street Supervisor
- Parks Supervisor
- Parks Maintenance Worker I, II, III
- Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article 3, the amount for the Pest Control Advisor License incentive will be \$50 per month.

MAINTENANCE AND OPERATORS

EXHIBIT C

INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES

Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair (BAR) (certificate must be current, valid, unlimited) \$50.00

Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Class A Brake Adjustment License issued by BAR \$25.00

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Class A Lamp Adjustment License issued by BAR \$12.50

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Aluminum Welding Proficiency Certificate \$12.50
(From a State certified welding instructor approved by the City)

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

MAINTENANCE AND OPERATORS

Automotive Service Excellence Technician Certifications \$25.00/\$50.00

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

Automotive Service Excellence Technician Certifications Incentive (Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle
- A-3 Manual Drive Train & Axels
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance

- L-1 Automobile Advanced Engine Performance Specialist
- L-2 Med/Hvy Vehicle Electronic Diesel Engine Diagnosis Specialist

- F-1 Light Vehicle Compressed Natural Gas

- S-1 Body Systems & Special Equipment
- S-2 Diesel Engines
- S-3 Drive Train
- S-4 Brakes
- S-5 Suspension and Steering
- S-6 Electrical/Electronic Systems
- S-7 Air Conditioning Systems and Controls

- T-1 Gasoline Engines
- T-2 Diesel Engines
- T-3 Drive Train
- T-4 Brakes
- T-5 Suspension & Steering
- T-6 Electrical/ Electronic Systems
- T-7 Heating, Ventilation, & A/C
- T-8 Preventive Maintenance Inspection

MAINTENANCE AND OPERATORS

EXHIBIT D

4-10 WORK PLAN FOR EQUIPMENT MAINTENANCE PERSONNEL

1. Daily work hours are 7:00 am to 5:30 pm with a ½ hour lunch or as otherwise established.
2. Mechanics will work Monday through Thursday or Tuesday through Friday for ten hours each day.
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Floating holidays and fixed holidays are based on eight hours off. To use floating holidays, an employee must use an additional two hours of accumulated time (vacation or comp time) or take a two hour leave without pay.

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6. When one or more employee(s) is on vacation, floating holiday, or sick leave, the work schedule of other personnel shall be flexible to allow changing the normal work week around to provide improved coverage and supervision. When a schedule change is required, notification shall be made as soon as possible. Occasional work loads may require temporary schedule changes (i.e., leaf season), for which 24 hour notice, minimum, will be given.
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END XXXX